



**Cornell University**  
**ILR School**

**NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

**Contract Database Metadata Elements**

Title: **Greenville, Town of and International Brotherhood of Teamsters (IBT), Local 294 (2004)**

Employer Name: **Greenville, Town of**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **294**

Effective Date: **01/01/04**

Expiration Date: **12/31/07**

PERB ID Number: **9176**

Unit Size: **6**

Number of Pages: **20**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

Final

BC  
9176

**AGREEMENT**

**Between**

**Town Greenville**

**And**

**TEAMSTERS LOCAL 294**

**Affiliated with the**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**January 1, 2004 and expiring December 31, 2007**

**RECEIVED**

FEB 14 2005

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

6

## Table of Contents

<u>Article</u>	<u>Subject</u>	<u>Page</u>
Preamble	.....	1
Article 1	Definitions.....	1
Article 2	Recognition .....	2
Article 3	Negotiations .....	2
Article 4	Employee Rights .....	2
Article 5	Union Rights .....	3
Article 6	Employer Rights .....	5
Article 7	Disciplinary Action .....	6
Article 8	Working Conditions.....	6
Article 9	Leaves .....	7
Article 10	Holidays .....	8
Article 11	Vacations.....	9
Article 12	Health & Hospital Coverage .....	10
Article 13	Retirement.....	11
Article 14	Compensation .....	11
Article 15	Substance Abuse .....	13
Article 16	Grievance Procedure .....	13
Article 17	General .....	15
Article 18	Uniforms .....	16

Final

Article 19	Deferred Comp.....	16
Article 20	Term of Agreement.....	17

## **PREAMBLE**

This Agreement is made and entered into by and between the Supervisor of the Town of Greenville hereinafter referred to as the “Employer”, and Teamsters Local 294 acting for and on behalf of the employees of the Town of Greenville Highway Department, hereinafter referred to as the “Union”.

It is the purpose and intent of this Agreement to provide a fair and cooperative working relationship between the Supervisor of the Town of Greenville, the Highway Superintendent of the Town of Greenville, the Employees of the Highway Department of the Town of Greenville, for the mutual benefit of the aforementioned and the public of the Town of Greenville.

## **ARTICLE 1 - DEFINITIONS**

- |    |                      |   |
|----|----------------------|---|
| 1. | Union                | Teamsters Local 294   |
| 2. | Bargaining Unit      | As described in the Recognition Article   |
| 3. | Superintendent       | Highway Department Superintendent Town of Greenville  |
| 4. | Board                | Town Board of the Town of Greenville  |
| 5. | Supervisor           | Supervisor of the Town of Greenville  |
| 6. | Immediate Supervisor | Highway Superintendent of the Town of Greenville  |
| 7. | Highway Department   | Highway Department of the Town of Greenville  |
| 8. | Employee             | Person hired by the Highway Department in a full-time permanent position  |
| 9. | Permanent Employee   | An employee hired by the Highway Department in a regular, full-time position of forty (40) hours per week and who has completed the probationary period |

Final

10. Probationary Employee      An employee hired by the Highway Department in a regular, full-time position of forty (40) hours per week and who is serving the probationary period
12. Days      Unless otherwise provided for in individual Articles, shall mean normal business days, i.e., Monday thru Friday, excluding legal holidays
13. Employer      Town of Greenville

## **ARTICLE 2 - RECOGNITION**

2.1 The Town of Greenville recognizes Teamsters Local 294 as the exclusive representative of all employees described below for the purpose of collective bargaining for terms and conditions of employment, and for the administration of grievances.

2.2 The bargaining unit shall consist of all full-time permanent employees of the Highway Department, and shall exclude the Highway Superintendent, and casual workers.

2.3 The Union affirms that it will not strike against the Town of Greenville, and it shall not assist or participate in any strike, and it shall not cause, conduct instigate, encourage, or condone a strike.

## **ARTICLE 3 - NEGOTIATIONS**

3.1 Negotiating meeting will be held at mutually agreeable dates, times, and places.

## **ARTICLE 4 - EMPLOYEE RIGHTS**

### **4.1 Seniority:**

4.1(a) Seniority is defined as the length of continuous service in the Highway Department, from the date of last hire.

4.1(b) Seniority will be determined as of the date of the last time an Employee was hired to a permanent position in the Highway Department. Recall to a position within the one year period described below is not considered a rehire.

4.1(c) If more than one person is appointed to the same position on the same date, the person(s) with the earlier date on their job application will have the greater seniority for the purpose of this Article.

**4.2 Layoff/Recall:**

4.2(a) If a position(s) is eliminated as a result of Town Board action, layoff(s) will occur on a reverse seniority basis, within title. An employee who is scheduled to be laid off will be permitted to displace an employee in a lower job category if the affected employee is qualified to perform the duties of the lower job category and if the employee has more seniority than the employee in the lower job category.

4.2(b) The names of the employee(s) affected in a layoff will be placed on a recall list for a period of one (1) year.

4.2(c) If an opening of the position(s) eliminated, occurs within the one (1) year period above, preference for reemployment will be within the one year recall period will have their seniority, and unused earned sick leave reinstated.

**4.3. Overtime:**

4.3(a) Voluntary overtime will be allotted on an equal basis from a rotational list, by title.

4.3(b) For the purpose of this Article, all employees will be listed by title according to seniority. When an employee agrees to accept an overtime assignment, or when an employee turns down an overtime assignment, that employee's name will go to the bottom of the list.

4.3(c) Mandatory overtime will generally be assigned on a rotating, reverse order of seniority, among those employees qualified (by title) for the overtime duty

4.3(d) Employees that have been assigned a regular snowplow route will be assigned that route whenever overtime is required, unless circumstances warrant a change. In the event routes are not assigned the current practice will apply.

**ARTICLE 5 - UNION RIGHTS**

**5.1 Union Business:**

5.1(a) The Union will have the right to represent employees of the bargaining unit, if the employee

so desires, at disciplinary hearings, and at grievance hearings.

5.1(b) The Union Steward has a right to discuss matters with the Highway Superintendent at any time provided there is no interpretation of scheduled work in an effort to resolve issues that could possibly become a grievance, prior to reaching that level.

## **5.2 Dues Deduction:**

5.2(a) The Employer will deduct union membership dues from the salaries of union members who individually and voluntarily sign the appropriate payroll deduction authorization allowing such dues deduction, and that authorization is presented to the Supervisor. The following rules will apply:

5.2(a)(1) The dues deduction may be discontinued at any time by a bargaining unit employee by notifying the Supervisor in writing at least one pay period prior to the requested change. Once dues deduction has been discontinued by an employee, they may not be started again until the first pay period of the following year.

5.2(a)(2) The dues deduction will be made from regular payroll checks from the 1st pay day of each month. It shall be the responsibility of the Union to collect any dues or fees not included in the above for whatever reason.

5.2(a)(3) The Town will transmit the dues monies collected to the Treasurer of Teamsters Local 294 in a reasonable time after they are collected, whereupon all Town responsibility regarding those monies shall cease. Bargaining unit members, the local Union, and all other parties and agencies hereby waive all rights and claims against the Town, Town officials, and Town employees for the monies deducted, collected and transmitted in accordance with this Article, and will relieve and hold harmless, the Town, Town officials, and Town employees from any liability therefore.

## **5.3 Agency Fee:**

5.3(a) The employer will deduct an agency fee from the salaries of bargaining unit employees who are not members of the Union, in an amount equal to the specified union dues. The following rules will apply:

5.3(a)(1) The Union will provide the Town with a list of bargaining unit employees who are members of the Union, and those who are not members of the Union.

5.3(a)(2) The Union hereby affirms that it has adopted the appropriate procedures for refund of agency fee deductions as required under Section 3, Chapters 677 and 678 of the laws of 1977, of the State of New York.



5.3(a)(3) The Union will provide the Town and all bargaining unit employees with a copy the refund procedure.

5.3(a)(4) The Union agrees that in the event of any judgment against the Town arising out of the Union's failure to comply with Chapters 677 and 678 of the Laws of 1977, of the state of New York, the Union, upon receiving written notice and a copy of this judgment will pay the full amount of such judgment and any penalties imposed, in its entirety.

5.3(a)(5) All agency fee deductions will be made from regular payroll checks, in equal installments, over the yearly pay periods.

5.3(a)(6) The Town will transmit the agency fee monies collected to the treasurer of Teamsters Local 294 in a reasonable time after they are collected, whereupon all Town responsibility regarding those monies shall cease. Bargaining unit members, the local Union, and all other parties and agencies hereby waive all rights and claims against the Town, Town officials, and Town employees for the monies deducted, collected and transmitter in accordance with this Article, and will relieve and hold harmless, the Town officials, and Town employees from any liability therefore.

## **ARTICLE 6 - EMPLOYER RIGHTS**

6.1 Except as may be expressly limited by State or Federal statute , or by specific provisions of this Agreement, the Town Board, the Supervisor, and the Superintendent and retains the sole and exclusive right , authority, and responsibility to take whatever actions may be necessary to carry out the mission of the Town of Greenville Highway Department. Such rights, authority, and responsibility include, but are not necessarily limited to the following:

6.1(a) To determine the mission, purpose, objective and policies of the Highway Department.

6.1(b) To determine the standards of service to be offered by the Highway Department.

6.1(c) To determine the facilities, equipment, methods, means and the number of personnel required for the Highway Department.

6.1(d) To hire, promote, transfer, assign, reassign, evaluate and retain employees in this Highway Department..

6.1(e) To discipline and discharge employees in accordance with the statutes, and the provisions of this Agreement.

Final

6.1(f) To direct, deploy, and utilize the work force.

6.1(g) To maintain the efficiency of the Highway Department.

6.1(h) The Highway Superintendent may perform bargaining unit work, to expedite a project and maintain efficiency of the Highway Department.

## **ARTICLE 7 - DISCIPLINARY PROCEDURE**

7.1 Members of the bargaining unit not otherwise entitled to the protection of Section 75 of the Civil Service Law shall be given that protection upon the completion of five (5) years of continuous service.

## **ARTICLE 8 - WORKING CONDITIONS**

### **8.1 Workday:**

8.1(a) The daily hours of work shall be determined by the Highway Superintendent.

8.1(b) The workday shall include a one-half ( $\frac{1}{2}$ ) hour unpaid lunch period which shall be taken at the job site. A morning paid break of 15 minutes and an afternoon paid break of 15 minutes.

### **8.2 Workweek:**

8.2(a) The workweek shall be determined by the Highway Superintendent and shall consist of forty (40) work hours. For payroll purposes, and for the calculation of overtime pay, the workweek shall begin on Sunday at 12:01 A.M. and end on Saturday at 11:59 P.M. Any hours worked in excess of (40) hours per week or in excess of eight (8) hours per day, with the exception of the summer work week, will be paid at the rate of time and one-half the employee's regular hourly wage.

8.2(b) There will be a Summer work week to be determined by the Highway Superintendent. During this time employees will work a four (4) day week, Monday through Thursday, ten (10) hours each day. Overtime during this schedule will be time in excess of ten hours in one day or in excess of forty in the week. Holidays during this time would be paid at ten hours per day.

### **8.3 Call-in:**

8.3(a) An employee called in to work in an emergency or unusual situation by an authorized person from the Town of Greenville, and must travel from his home to the work place, will receive a minimum of two (2) hours pay at time and one half.

The two (2) hours to be calculated from the closest quarter of the hour that the employee was called, provided the employee reports in a reasonable time. If reporting time is longer than normal, employee must have a justifiable excuse to be paid all time from when called.

8.3(b) Only authorized people may call employees into work. These are: the Superintendent, and the Working Foreman.

8.3(c) In the unusual situation that none of the above people are available, and an emergency arises that will cause loss to the Town, the Town equipment, or a loss to a taxpayer(s) in the Town, an employee(s) may respond to the emergency. In that event, one of the above authorized people shall be notified by the employee(s) as soon as possible.

#### **8.4 Pay Period & Payroll Checks:**

Payroll Checks will be issued bi-weekly.

Vacation checks will be issued as per the current practice.

### **ARTICLE 9 - LEAVES**

#### **9.1 General:**

9.1(a) Bargaining unit employees may be absent from work, with or without loss of salary in accordance with the following rules.

9.1(b) In the following sections, allotted time for an employee's absences without loss of salary, are based on full-time permanent employment.

9.1(c) To receive pay for earned sick leave an employee may be required to submit a doctor's certificate in situations where the absence has been for three (3) or more consecutive workdays.

9.1(d) Sick Leave used during a week, when overtime is scheduled for that week, will not be used in the calculation of the (40) hr. requirement to be paid time and one half for the work performed while working the scheduled overtime, unless the employee has reached (40) hrs. worked in that week, without counting the (8) hr. Sick Day. This rule will only be in effect for Scheduled Overtime. It will not have anything to do with emergencies or storms.

Final

## **9.2 Use of Sick Leave:**

9.2(a) Annual sick leave and accumulated sick leave may be used for personal sickness or injury of the employee while at home, in the hospital, or under the care of a physician while residing at home.

9.2(b) Employees who become sick during the work day may receive sick pay for the hours not worked that day.

## **9.3 Sick Leave Allowance:**

9.3(a) Full-time employees hired to a permanent position will be granted eight (8) hours of sick leave for each month of active service. Employees may not utilize paid sick leave during their probationary period.

9.3(b) Unused sick leave may be accumulated up to a total of two hundred forty (240) hours during the duration of an employee's employment.

9.3(c) Upon retirement a total of (240) hrs. of accumulated sick leave may be cashed in by an employee at the full rate of pay he or she was receiving at the time of retirement. If an employee dies before retirement and was eligible to collect a full retirement allowance (without penalty) at the time of his death, his beneficiary will receive the buy-out of what ever the amount of accumulated Sick Days he or she have on the books at the time of death, with a maximum amount of (240) hrs.

## **9.4 Personal Business Leave:**

9.4(a) The Employer will grant a total of (5) Personal Days for each employee in the Bargaining Unit. An employee may use Personal Days to conduct personal business of the employee which can not be conducted at a time other than the normal work day.

## **ARTICLE 10 - HOLIDAYS**

10.1(a) Employees will be granted the

New Year's day  
Martin Luther King Day  
Presidents Day  
Columbus Day

Memorial Day  
July Fourth  
Labor Day  
Christmas Day

Election day  
Veterans Day  
Thanksgiving Day  
One Floating Day

**10.2 Working on Holiday:**

10.2(a) Refer to Compensation Article

**ARTICLE 11 - VACATIONS**

**11.1 Vacation Allowance:**

11.1(a) Permanent full-time employees will be granted paid vacation based on the following schedule: Vacation Days may be accumulated up to (20) twenty days. Unused days above (20) will be lost.

<u>Completed years of service</u>	<u>Earned Vacation</u>
1 year	1 week ( 40 )hours
2 years	2 weeks (80) hours
5 years	3 weeks (120) hours
10 years	3 weeks, 3 days (144) hours
16 years	4 weeks, 1 day (168 hours)

11.1(b) If a holiday falls within a vacation period, another day will be granted to the employee, to be selected mutually by the employee and the Superintendent.

11.1(c) All vacation will be earned as of the employee's date of hire.

**11.2 Vacation Pay:**

11.2(a) An employee's vacation pay will be paid on the regular scheduled payday preceding his vacation.

11.2(b) An employee who leaves the employment of the Town for any reason, will be paid for any unused, earned vacation, provided the employee has been employed for one (1) full year.

**11.3 Vacation Scheduling:**

11.3(a) The employee will request for a vacation to the Town Highway Superintendent not less than fourteen (14) days prior to the vacation being requested. If the same vacation time is requested by more than one employee, seniority will prevail on the allotment of the vacations, and must be mutually agreed on by both parties.

Final

11.3 b) Regardless of seniority, first consideration will be given to employees making request for vacations of one (1) week or longer duration.

11.3 c) The final decision to allot vacation time for any employee will be made by the Highway Superintendent and will be done to achieve orderly, and uninterrupted service to the Town.

## **ARTICLE 12 - HEALTH & HOSPITAL COVERAGE**

### **12. Health Coverage:**

12.1 The Employer will continue coverage under the New York State Health Insurance Program (NYSHIP), except as provided for in paragraph 12.2.

12.2 Effective as soon as practicable in 2005 but no later than April 1, 2005, the Employer shall provide health insurance to the members of the bargaining unit through the New York State Teamsters Council Health and Hospital Fund through the plan known as the "Select Plan." The rates for the Select Plan for the years 2005, 2006, and 2007 are as follows:

<u>EFFECTIVE DATE</u>	<u>MONTHLY AMOUNT</u>		
	<u>Single Person</u>	<u>Two Person</u>	<u>Family</u>
1/1/2005	\$246.57	\$517.40	\$724.10
1/1/2006	\$296.83	\$598.43	\$804.70
1/1/2007	\$335.40	\$670.80	\$922.13

The above rates include medical, major medical, dental and prescription coverage.

12.3 There will be an insurance opt out program. Employees electing not to receive health insurance through the Town will be paid \$2,500.00 for waiving family coverage, \$1,500.00 for waiving two-person coverage, or \$1,000.00 for waiving individual coverage. The Town will provide this payment in two equal installments. On January 1<sup>st</sup> of each year an employee who shows proof of insurance and elects to use that coverage instead of the Town's coverage will receive a payment of one-half of the entitled amount in the first pay period in July. The second payment of one-half of the amount due shall be payable in the first pay period in January of the following year.

### **ARTICLE 13 - RETIREMENT**

13.1 The Employer will provide the New York State Retirement Plan in effect at the time of signing this Agreement, for all permanent employees in the Bargaining Unit, who are eligible, as determined by the N.Y.S. Retirement System. As governed by the New York State Retirement and Social Security Law employees are enrolled various retirement plans according to their date of first enrollment in the plan. As of January 1, 2005, new employees will, pursuant to law, be enrolled pursuant to Article 15 of the Retirement and Social Security Law. The parties acknowledge that the Town has no control or input over the Retirement Law process and the identification of this plan is purely administrative.

13.2 Members of the bargaining unit employed as of December 31, 2004 will have health coverage for themselves and their spouse based on the following schedule: Retired employees will have Health Coverage that also covers their spouse based on the following schedule:

<u>Years of service</u>	<u>Amount paid by Town</u>	<u>Amount paid by Retiree</u>
20	90%	10%
15	80%	20%
10	70%	30%

13.3 Employees hired on or after January 1, 2005 must render at least twenty (20) years of service to the Town in order to receive health insurance in retirement, in which case 90% of the premium will be paid for by the Town, and 10% by the retiree. Coverage will be for the retired employee and spouse.

13.4 In all cases, in order for the Town to be obligated to provide health insurance in retirement, the employee must be eligible for and receiving a retirement allowance from the New York State and Local Employees Retirement System.

### **ARTICLE 14 - COMPENSATION**

#### **14.1 Salary:**

14.1(a) Effective January 1, 2005, the hourly rates for the titles listed below shall be increased to the rates shown opposite the titles.

Forman	\$15.00
Senior MEO	\$14.40

MEO	\$14.00
Truck Driver	\$12.25
Laborer	\$11.20

14.1(b) Effective January 1, 2006, the above hourly rates shall be increased by \$.45.

14.1(c) Effective January 1, 2007, the rates then in effect for the above-referenced titles shall be increased by \$.50.

#### **14.2 Overtime:**

14.2(a) Employees authorized to work overtime will be paid at the rate of one and one-half (1 ½) times the employee's normal rate of pay, for that time actually worked over forty (40) hours per week.

14.3(b) Employees have the option of accumulating up to A maximum of forty (40) hours of overtime credit (calculated at the appropriate overtime rate, i.e. either time and one-half (1 ½), or straight time (1), as is appropriate) in lieu of being paid. The overtime credit may be taken as compensatory time off, at times mutually agreed to by the employee and the Superintendent. Compensatory time must be taken in blocks of at least one (1) hour. Two hours overtime equal three hours of comp. time.

14.3(c) To obtain the overtime credit for compensatory time off the employee must indicate this choice in writing, and the request must be signed by the employee and the Superintendent. This request must be forwarded to the Supervisor by the end of the pay period during which the overtime was worked. Otherwise the employee will receive pay for the overtime worked.

14.3(d) For the purpose of computing overtime pay all paid for time will count as time worked.

#### **14.4 Holiday Pay:**

14.4(a) If an employee is required to work on the day of a Town observance of a holiday, the employee will be paid at the rate of time and one-half (1 ½) for the time actually worked in addition to the holiday pay.

14.4(b) If an employee is required to work on Thanksgiving Day or on Christmas Day, the employee will be paid at the rate of double time (2) for the time actually worked in addition to the



Final

holiday pay.

### **ARTICLE 15 - SUBSTANCE ABUSE**

**15.1 Employee Testing:** The Town's Drug Testing Policy is attached as "Exhibit A".

### **ARTICLE 16 - GRIEVANCE PROCEDURE**

#### **16.1 Purpose:**

It is the intent of these procedures to provide for the orderly settlement of differences between the parties in a fair and equitable manner. The settlement of grievances at the earliest possible stage is encouraged by both parties.

#### **16.2 Definitions:**

- (a) **Grievance:** A violation or misinterpretation of this Agreement.
- (b) **Aggrieved Party:** Local 294.
- (c) **Representatives:** Person designated by the aggrieved party, and/or person designated by the Employer, as their official representative.
- (d) **Day(s):** Shall mean normal business day(s), i.e., Monday thru Friday, excluding legal holidays.

#### **6.3 Time Limits:**

16.3(a) The time limits set forth in this procedure are the maximum allowable, and may be extended only by the written, mutual consent of the parties.

16.3(b) A grievance must be initiated in writing, at the Highway Superintendent's level (Stage I), within ten (10) days of the date the employee knew or should have known of the act or omission causing the alleged grievance.

16.3(c) If a grievance is not initiated in accordance with the above, or if it is not appealed to the next higher stage within the specified time limit, the grievance will be considered resolved, and further action under this Article is barred.

16.3(d) If a decision at any stage is not rendered within the time limit specified, the aggrieved party may submit the grievance to the next available stage.

Final

#### **16.4 General Rules:**

16.4(a) At all formal stages, grievances must be in writing, and shall specify the name or names of the aggrieved party; the specific provision(s) of this Agreement claimed to have been violated; the time when and the place where the alleged act or omission occurred on which the grievance is based; if known, the person or persons responsible for the act or omission alleged; and a detailed statement of the grievance with the remedy sought.

16.4(b) Nothing contained herein shall be construed as limiting the right of any employee to discuss a potential grievance with the Superintendent informally, and have the potential grievance adjusted informally. A Union representative may be present.

#### **16.5 Procedure:**

16.5(a) Informal:

1. Local 294 shall present the alleged grievance to the Superintendent, orally and informally. With the object of resolving the matter.

16.5(b) Stage I - Supervisor

1. If the decision at the Informal Stage is not acceptable, Local 294 shall present the grievance in writing to the Town Supervisor.

2. Within ten (10) days, of receiving the written grievance, the Supervisor will hold a conference with the aggrieved party to discuss the grievance. Within five (5) days following the conference, the Supervisor will issue a written decision on the matter.

16.5(c) Stage II - Town Board

1. If the decision in Step I is not acceptable, the aggrieved party may appeal to the Town Board, by requesting a hearing, with ten (10 ) days of receipt of the Stage I decision. The appeal must be addressed to the Clerk of the Board, with a copy to the Supervisor and the Superintendent.

2. Within (20 ) days of receipt of the appeal, the Board, or a committee thereof, will conduct a Hearing on the matter in executive session, with all parties to the grievance.

3. Within fifteen (15 ) days following the conclusion of the hearing, the Board will issue a written decision on the matter. In the event the Board's decision is not acceptable, the Union may take the matter to binding arbitration by filing a demand for arbitration with the Public Employment

Final

Relations Board (PERB).

16.5(d) Stage III – Arbitration (in accordance with PERB Procedures):

**NOTE: Refer to Article 7 - Section 7.9 Disciplinary Procedure**

If the DISCIPLINARY PROCEDURE is invoked, and if the disciplinary action taken by the Board involves the discharge of an employee, or the suspension of an employee for any reason, the employee and/or the Union may utilize binding arbitration as the final step of the DISCIPLINARY PROCEDURE, based on the following rules;

1. Within ten (10) days after receiving the written decision from the Board (Section 7.6), the employee and/or the Union must notify the Town Supervisor in writing of the decision to go to binding arbitration.
2. Within ten (10) days after receipt of the notification by the Town Supervisor, the employee and/or Union may proceed to Mediation Arbitration by requesting a list of arbitrators from the NYS PERB, and thereafter the parties will be bound by the rules of PERB regarding the selection of an Arbitrator, and the conduct of the arbitration hearing.
3. The Arbitrator shall have no power to alter, modify, or change any section or portion of this Agreement, and shall be empowered only to determine the appropriateness of the disciplinary action taken by the Town officials.
4. The decision of the Arbitrator shall be issued no later than thirty (30) calendar days after the arbitration hearing, or the submission of post-hearing , or the submission of post-hearing briefs, whichever is later, giving his reasons and justification for the decision made.
5. The decision of the arbitrator shall be final and binding on both parties.
6. The cost of the arbitrator, and any expenses he/she may have, shall be borne equally by the parties.

#### **ARTICLE 17 - GENERAL**

##### **17.1 Separability:**

Should any part of this Agreement, or any provision contained herein be rendered or declared

invalid by reason of any existing or subsequently enacted legislation, or by a court of competent jurisdiction, such invalidation shall affect only that part or provision so involved, and all other parts and provisions of this Agreement shall remain in full force and effect.

#### **17.2 Scope of Agreement:**

The parties have negotiated fully with respect to terms and conditions of employment, and this instrument constitutes the full and complete agreement between the Supervisor and the Union. Further, it concludes all collective bargaining during its duration.

This Agreement supersedes any rules, policies, regulations, which are contrary or inconsistent with its terms, and any past practices in existence prior to its adoption. It may be amended, altered, or modified only by the mutual consent of the parties.

#### **17.3 Statutory Requirement**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

#### **17.4 Management Rights:**

The Board hereby retains and reserves unto itself, all the rights, powers, authority, duties and responsibilities conferred upon and vested in it by statute and regulation including but not limited to the right to determine the purpose, mission, objective and policies of the Town, except as expressly limited by the terms and provisions of this Agreement.

### **ARTICLE 18 - UNIFORMS**

The employer will continue the current policy on Work Uniforms.

### **ARTICLE 19 - DEFERRED COMP**

The employer will participate in a Deferred Comp. 457 Savings Plan for the Bargaining Unit Employees. At no cost to the Employer.

Final

**ARTICLE 20 - TERM OF AGREEMENT**

The term of this Agreement shall be for three years, and be effective to and including \_\_\_\_\_, \_\_\_\_\_ and remain in force until a successor Agreement is effective.

In witness, the parties have hereon set their hands and seals this 28 day of January in the year 2004.

**FOR THE UNION:**

John Bulger  
President, Teamsters Local 294  
Date:

Paul G. [Signature]  
Business Agent, Teamsters Local 294

**FOR THE TOWN OF GREENVILLE**

[Signature]  
Town Supervisor  
Date:

1-28-05